

TFC Contract No. 18-093-000  
MEP Engineering, Inc.  
Assignment 6  
Project No. 20-006-8807

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
MEP ENGINEERING, INC.**

**TFC CONTRACT NO. 18-093-000**

**ASSIGNMENT NO. 6**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 6**

(hereinafter referred to as “Assignment No. 6” or “Assignment”) is entered into by and between the **Texas Facilities Commission**, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and **MEP Engineering, Inc.** located at 1120 Capital of Texas Highway South, Building 1, Suite 150, Austin, Texas 78746, (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow.

1.0. **DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as providing third party review of construction documents for code compliance, coordination and constructability (hereinafter referred to as the “Project”), as further depicted in **Exhibit A**, PSP’s IDIQ Assignment No. 6 Proposal dated March 2, 2021, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

2.0. **DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 6 shall be completed no later than February 28, 2022, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 6.

3.0. **SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 6.

4.0. **SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 6 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

5.0. **FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 6 shall not exceed the sum of Sixteen Thousand and No/100 Dollars (\$16,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

6.0. **IDENTIFICATION OF PSP PROJECT MANAGER AND ALL**

**SUBCONTRACTOR:** (a) For this Assignment No. 6, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as **Exhibit B**.

(b) TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

(c) The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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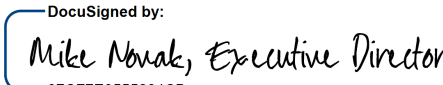
TFC Contract No. 18-093-000  
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**7.0 ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**MEP ENGINEERING, INC.**

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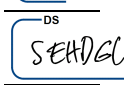
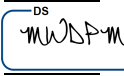

Mike Novak

Joe S. Reyes, P.E.

Executive Director

Principal

Date of execution: 03/26/2021 | 1:24 PM CDT Date of execution: 03/26/2021 | 11:26 AM CDT

PM   
 DGC   
 Dir   
 DED 

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## **EXHIBIT A**



ENGINEERING, INC.

AUSTIN

1120 Capital of Texas Hwy, S.  
Building 1, Suite 150  
Austin, Texas 78746  
512 306 9650

SAN ANTONIO

9830 Colonnade Blvd  
Suite 230  
San Antonio, Texas 78230  
210 349 1400

March 2, 2021

Dorothy Spearman  
Senior Project Manager  
Texas Facilities Commission  
Facilities, Design & Construction  
1711 San Jacinto Boulevard  
Austin, Texas 78701

Re: **Proposal to Provide Third-Party A/E Design Review Services for TFC 20-21DM TSBVI**

Dear Ms. Spearman:

**MEP Engineering, Inc.** appreciates the opportunity to submit this proposal for third-party professional architectural/engineering (A/E) design review services on the above referenced project. It is MEP's understanding that the terms and conditions of this project assignment agreement will be defined by the current Indefinite Delivery/Indefinite Quantity Professional Services Agreement between MEP Engineering, Inc. and TFC (Contract #18-093-000).

## **I. General Project Information**

It is our understanding that TFC has contracted with the Prime Consultant/Engineer-of-Record (Parkhill Smith & Cooper) to provide A/E design services for deferred maintenance (DM) upgrades at the TSBVI Campus. The DM work that will be part of MEP's Third-Party Review scope of work includes the following disciplines:

- Mechanical, Electrical, and Plumbing
- Fire Alarm (in support of mechanical DM scope)

## **II. Project Scope of Work**

The general scope of our third-party A/E team scope of work shall include the following:

### THIRD-PARTY DESIGN REVIEW SERVICES

1. As requested, design review services will be provided for construction documents (CD) review submittals at the 65% CD and 90% CD stages. Construction documents will include both drawings and specifications. Each drawing submittal package is anticipated to be approximately 80 sheets in total.
2. Design review services will be limited to a general review for completeness, quality control, constructability, code compliance verification, coordination between design disciplines, and reporting of any general design-related issues/concerns we may observe.
3. The third-party design review team will participate in up to two (2) design review meeting with the A/E design team and the TFC project manager, if requested. The purpose of this meeting would be to provide additional clarifications on our review comments and/or answer any design consultant team questions related to our review comments.
4. Design review comments will be recorded and communicated in a tabulated report format (MS Excel or similar) and uploaded to the TFC Projectmates online project management system.
5. Design reviews will be completed within ten (10) business days of our receipt of each complete submittal package. MEP requests that a minimum 7-day advanced notice be provided to us prior to the delivery

of each review submittal so that adequate technical review team staffing can be coordinated and arranged for.

For the above professional services scope of work, MEP Engineering is proposing a third-party A/E Team consisting of the following consultant team:

<u>Firm Name</u>	<u>Discipline(s)</u>
MEP Engineering, Inc.	Mechanical, Electrical, Plumbing and Fire Alarm

**III. Proposal Exclusions**

It is MEP’s understanding that the following items are not currently requested, applicable, or expected to be provided by the third-party A/E design review team. Should TFC determine that additional scope related to these items would be required, the additional scope would be considered additional services.

- 1. Design review services listed in this proposal are limited to design phase services only. Additional third-party professional services during the construction administration phase are not currently included in the scope of work but can be provided for an additional service fee.
- 2. Design review services are not intended to serve as an in-depth technical critique of the A/E-of-record’s design, nor does it include re-engineering, calculation verification services, or development of design alternatives.
- 3. Development of design drawings and/or specifications is not included.
- 4. Development of independent opinion of probable construction costs is not included.
- 5. Performance of independent energy modeling and/or independent HVAC load calculations is not included.
- 6. Performance of project commissioning services is not included.
- 7. Performance of on-site observations for any reason is not included.
- 8. Printing, reproduction and/or delivery of MEP’s review comments is not included. It is assumed that electronic PDF review comments will be sufficient for TFC’s use.

**IV. Compensation**

We agree to perform the third-party A/E Design Review Services scope of work, as described above, on an **hourly fee basis with a not-to-exceed amount of \$16,000.**

We will invoice on a monthly basis for work completed within the previous billing period. Applicable hourly rate schedules for MEP Engineering are listed below:

MEP Engineering, Inc. (Prime Design Review Consultant)	
Principal	\$211.00
Senior Professional Engineer	\$184.00
Professional Engineer	\$144.00
Commissioning Agent	\$162.00
Construction Admin. Tech.	\$123.00
Graduate Engineer / EIT	\$104.00
Senior Designer	\$131.00
Clerical	\$86.00

**Fees for outside subconsultants will be invoiced at actual billed cost plus 10%.**

#### **V. Additional Services**

Should the project scope of work expand significantly in size and/or complexity, or if the project scope be augmented to include otherwise excluded items, MEP will bring this to the attention of the TFC project manager for discussion and consideration as additional services. Additional services, if required, will be billed at the same hourly rates noted above; however, the not-to-exceed amount may be subject to revision upon written approval by TFC.

#### **VI. Project Schedule**

Based on the current Prime Consultant's design schedule provided by TFC, we anticipate the 65% CD review will occur in mid-March 2021, and the 90% CD review will occur in early May 2021.

Again, thank you for this opportunity to work with Texas Facilities Commission. Please feel free to contact me at your earliest opportunity should you have any questions or require any additional information.

Sincerely,



**Joseph S. Reyes, PE, LEED AP**  
Principal

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## **EXHIBIT B**



TFC Contract No.18-093-000

Assignment No #6

Project No. 20-006-8807

MEP Engineering Inc

**LIST OF PSP PROJECT MANAGER  
AND  
SUBCONTRACTORS  
(Name, Company Name, Address & Contact Person (Project Manager))**

A. Principal in Charge:		Joe S. Reyes, PE, LEED AP MEP Engineering, Inc. 1120 South Capital of Texas Highway Building 1, Suite 150 Austin, TX 78746 O: 512-306-9650 M: 512-983-3841 jreyes@mepengineering.com
Project Manager		Kevin Goetz, PE, LEED AP BD+C MEP Engineering, Inc. O: 512-306-9650 M: 512-954-4159 kgoetz@mepengineering.com
Mechanical Engineer		Jon Whittaker, PE MEP Engineering, Inc. O: 512-306-9650 M: 405-306-2519 jwhittaker@mepengineering.com
Electrical Engineer		Alexander (Sandy) Simko, PE MEP Engineering, Inc. O: 512-306-9650 M: 512-940-4576 ssimko@mepengineering.com
B. Subconsultants:		
None		